

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant Ruder Finn & Rotman 110 East 59 Street New York, NY 10022		2. Registration No. 1481
3. Name of foreign principal NOVO Industri A/S	4. Principal address of foreign principal NOVO INDUSTRI A/S Novo Alle DK-2880 Bagsvaerd Denmark	

5. Indicate whether your foreign principal is one of the following type:

- ☐ Foreign government
- ☐ Foreign political party
- ☐ Foreign or ☒ domestic organization: If either, check one of the following:
- | | |
|---|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Committee |
| <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Voluntary group |
| <input type="checkbox"/> Association | <input type="checkbox"/> Other (specify) _____ |
- ☐ Individual—State his nationality _____

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OF JUSTICE
CENTRAL DIVISION

6. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant.
- b) Name and title of official with whom registrant deals.

7. If the foreign principal is a foreign political party, state:

- a) Principal address
- b) Name and title of official with whom the registrant deals.
- c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party,

- a) State the nature of the business or activity of this foreign principal

biotechnology and pharmaceuticals

b) Is this foreign principal

- Owned by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒
- Directed by a foreign government, foreign political party, or other foreign principal..... Yes ☐ No ☒
- Controlled by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒
- Financed by a foreign government, foreign political party, or other foreign principal..... Yes ☐ No ☒
- Subsidized in whole by a foreign government, foreign political party, or other foreign principal..... Yes ☐ No ☒
- Subsidized in part by a foreign government, foreign political party, or other foreign principal..... Yes ☐ No ☒

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used.)

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

**Publicly held company, listed on Copenhagen, London &
New York Stock Exchanges**

Date of Exhibit A

Name and Title

Signature

William E. Reitz

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances, by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant	Name of Foreign Principal
Ruder Finn & Rotman, Inc.	Novo Industri A/S

Check Appropriate Boxes:

- ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach two copies of the contract to this exhibit.
- ☐ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- ☐ The agreement or understanding between the registrant and foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

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- Describe fully the nature and method of performance of the above indicated agreement or understanding.

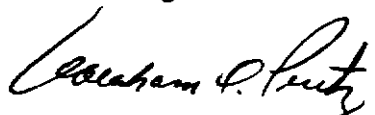
Representing Novo Industri to the public, including preparation of written and other public relations materials, dissemination of material to the media and other publics, special activities and events.

5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Public relations services including counselling, creating, planning and working on specific public relations projects.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?¹
Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Date of Exhibit B	Name and Title	Signature
		

¹ Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

AGREEMENT

Between

Ruder Finn & Rotman, Inc.
110, East Fifty-Ninth Street
New York, N.Y. 10022
U.S.A.

and

NOVO INDUSTRI A/S
Novo Allé
DK-2880 Bagsværd

1.

NOVO INDUSTRI has retained Ruder Finn & Rotman, Inc. as its public relations counsel effective October 1, 1985.

2.

Public relations services to be provided by Ruder Finn & Rotman include counselling, creating, planning, and working on specific public relations projects; preparation of written and other public relations materials; representing NOVO INDUSTRI to the public, as its agent and reporting on progress and achievements in a mutually agreed upon manner.

3.

Ruder Finn & Rotman is obliged to keep secret all information concerning NOVO INDUSTRI's production, development and marketing plans and strategies which may be disclosed to Ruder Finn & Rotman and must not pass on such information to any third party unless this is absolutely necessary for Ruder Finn & Rotman in order to fulfill their obligations in this contract.

If Ruder Finn & Rotman or any of its subsidiaries or associated companies provide services to companies or persons who are directly or indirectly competing with NOVO INDUSTRI this must be reported to NOVO INDUSTRI immediately and without delay. In this case NOVO INDUSTRI is entitled to terminate this agreement without notice.

4.

The copyright to all material produced by Ruder Finn & Rotman for NOVO INDUSTRI belongs exclusively to NOVO INDUSTRI.

If parts of the material supplied to NOVO INDUSTRI by Ruder Finn & Rotman consists of material produced by third parties Ruder Finn & Rotman is obliged to ensure that copyright to this material also is held by NOVO INDUSTRI.

5.

Remuneration of Ruder Finn & Rotman, Inc. for its services is determined by hourly rates of the staff members assigned to the account, billable in monthly installments, in advance.

Billing of this monthly fee will be the first day of each month and payment will be due during that month.

6.

Out of pocket disbursements for, on behalf of, or for the benefit of NOVO INDUSTRI will be billed at the end of each month. Disbursements falling into Group A, below, are billed to NOVO INDUSTRI at cost, and those in Group B, which increase Ruder Finn & Rotman's overhead costs, are billed at a markup of 20 percent.

GROUP A

Analyst & Broker Meetings
Clipping Service
Local Transportation
Media Tour
Meetings
Memberships
Messenger
Miscellaneous
Model Fees
Newspapers & Periodicals
Newswire Service
Photocopies
Postage & Special Mailings
Press Expense
Special Clerical Services
Special Events
Special Materials
Spokesperson Fee
Telecommunications
Travel

GROUP B

Audio-Visual Services
Design Services
Mailings
Photography
Printing & Production
Services
Research Services
Special Sales Meeting
Meetings
Surveys and Research

7.

As to the continuing programme the monthly instalments covering staff time and out of pocket expenses can not without separate written agreement with NOVO' exceed one fourth of the total of the budget for the continuing programme of the quarter in question as described with regard to 1985-86 in Appendix A of this contract. For the following years the same procedure shall apply using the budget for that particular year.

8.

Ruder Finn & Rotman is only entitled to start working on a special project with economical consequences for NOVO INDUSTRI if separate agreement on the scope and expenses of the project, at least in the form of a meeting report approved by NOVO INDUSTRI, has been reached.

9.

If Ruder Finn & Rotman places paid media advertising for NOVO INDUSTRI as its agent, media and production costs are paid to Ruder Finn & Rotman by the client in advance, and these shall be commissionable to the agency.

Ruder Finn & Rotman can only place paid media advertising for NOVO INDUSTRI with prior written consent from NOVO INDUSTRI.

10.

A service charge of 1½ per month will be assessed on outstanding balances over 30 days.

11.

In circumstances where Ruder Finn & Rotman are asked to do more work than originally agreed upon, or Ruder Finn & Rotman's cost of doing business increases during the course of the Agreement Ruder Finn & Rotman reserve the right to pass these costs on to NOVO INDUSTRI. Likewise, if NOVO INDUSTRI reduces the work originally agreed upon or the expenses incurred are less than were anticipated, a refund would be due to the client. Such changes by either party should be submitted in writing to the other within a reasonable amount of time of said change.

12.

Services rendered by all present or future subsidiaries or affiliates of Ruder Finn & Rotman, and which are not specifically covered by the financial portion of this Agreement, will require a separate budget agreement when such services are called for. These subsidiaries and affiliates include: Research & Forecasts, Inc.,

RF&R Design, Public Relations Production Company, Inc., Arts & Communications, Writing & Editorial Services, Broadcast Services and Ruder Finn & Rotman International Partners. The cost of such services may be billed, as NOVO INDUSTRI prefers, as part of the Ruder Finn & Rotman monthly invoice or as separate subsidiary invoices.

13.

NOVO INDUSTRI agrees to and hereby does indemnify Ruder Finn & Rotman against any damages, cost, and expenses, including reasonable attorney's fees, incurred in defending against any action arising out of the release of materials previously cleared and approved for and on behalf of NOVO INDUSTRI, and NOVO INDUSTRI hereby expressly holds Ruder Finn & Rotman, Inc. harmless from any such damages, costs and expenses.

However, the above shall not apply to liability stemming from or attributable to gross negligence on the part of Ruder Finn & Rotman, its subsidiaries or associated companies.

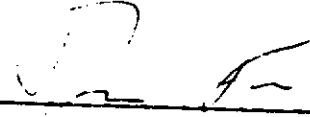
14.

This Agreement can be cancelled by either party on 90 days' advance notice in writing.

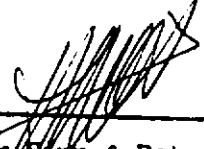
In case of gross violation of this contract either party is entitled to terminate this agreement without notice.

In case of expiry of this contract for any reason Ruder Finn & Rotman is, if NOVO INDUSTRI wishes so, obliged to finish any ongoing project for NOVO against payment.

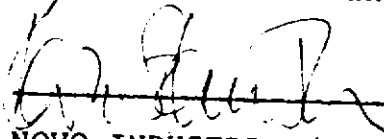
In case of expiry of this contract for any reason all drafts are to be submitted to NOVO INDUSTRI.



Ruder Finn & Rotman, Inc.



Ruder Finn & Rotman, Inc.



NOVO INDUSTRI A/S

APPENDIX A

BUDGET

<u>CONTINUING PROGRAM</u>	<u>1st Q.</u>	<u>2rd Q.</u>	<u>3rd Q.</u>	<u>4th Q.</u>
Staff Time	\$39,000	\$48,000	\$54,000	\$54,000
Out-of-Pocket Expenses	\$ 7,500	\$ 7,500	\$10,500	\$10,500
Total	\$46,500	\$55,500	\$64,500	\$64,500
Audit and Survey	\$15,000			\$25,000
Total with Survey	\$61,500	\$55,500	\$64,500	\$89,500
Total 1985-86 Program			<u>\$231,000</u>	
Total 1985-86 Programs and Surveys			<u>\$271,000</u>	